

Amendment 388 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 388 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 20TH day of SEPTEMBER, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for work necessary to replace or repair a defective cradle chip on coach 4343. This work is detailed in *CR-12728 Cradle Chip Replacement Bus 4343 v2.0* as approved by the Agencies on September 12, 2016.
- C. The Parties agree that the Work necessary to modify the ORCA system as directed will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will retain the services of a qualified Field Service Technician. The Contractor will:

- 1.1 Send a qualified Field Services Technician on-site to troubleshoot, repair or replace, and test cradle chip on coach 4343.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be completed no later than September 12, 2016.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To troubleshoot, repair or replace, and test cradle chip on coach 4343.	
TOTAL	\$375

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Eighty Eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 9/15/16

The Agencies

By: [Signature]
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 9/20/16